

submits that claims 27-29 and 56-58, as amended, and new claims 59-62 are allowable over the references of record.

In the Drawings

Applicant requests approval to make amendments to the drawings to correct minor typographical errors in the drawings. More particularly, applicant wishes to remove reference numeral "40" and the associated arrow from FIG. 4 and add reference numeral "381" to the box labeled "POWER SUPPLY". These proposed amendments add no new matter and are fully supported and justified by the specification. Pursuant to 37 C.F.R. § 1.123 and MPEP § 608.02(r), these proposed amendments are also set forth in a separate Letter to Official Draftsperson which is being filed concurrently herewith.

Applicant's Reply To The Rejection Of The Claims

The Examiner rejected claims 27-29 and 56-58 under 35 U.S.C. § 103(a) as being obvious from Foudos in view of Gutman. Applicant has amended claims 27, 28, 56, and 57. The Examiner's rejection is respectfully traversed.

Claims 27 and 56

Generally speaking, applicant's invention relates to systems and methods for requesting and dispensing negotiable instruments, such as bank checks, money orders, and traveler's checks. As defined by claims 27 and 56, applicant's invention more particularly relates to a hand-held dispenser that allows a user to receive dispensing information for a particular negotiable instrument through a wireless connection and then print out the particular negotiable instrument using that information. One advantage of this invention is that the user can receive a negotiable instrument wherever and whenever the user wants, and, thus, the user never has to seek out a bank or an automated teller machine in order to receive a negotiable instrument. Instead, the customer can simply request that the money for the particular negotiable instrument be withdrawn, receive

dispensing information from an authorizing computer, and direct the hand-held dispenser to print out the requested instrument. Another advantage of the invention defined by claims 27 and 56 is that the money is not withdrawn from the customer's account until the customer has requested the negotiable instrument. Because of this, the money may be available for other uses, for example, to collect interest when in an interest bearing account or to be accessed by another person with permission to access the user's account. Still another advantage of the invention defined by claims 27 and 56 is that the money available to the customer is only limited by the amount of money available in the customer's account.

In rejecting claims 27-29 and 56-58, the Examiner asserted that applicant's claimed invention is obvious from Foudos in view of Gutman. More particularly, the Examiner suggested that Foudos shows or suggests all of the elements of applicant's claimed invention except for "a radio frequency (RF) transceiver within [its] dispenser as a wireless communication link means to the bank center." (Office Action, page 3, line 22 through page 4, line 2). Nevertheless, the Examiner further asserted that although this element of applicant's claimed invention is not shown or suggested by Foudos, it is shown by Gutman, and that a combination of Foudos and Gutman that is read on by the claimed invention would have been obvious to one of ordinary skill in the art at the time of applicant's invention. (Office Action, page 4, lines 3-8).

Contrary to the Examiner's assertions, however, applicant respectfully submits that, even if the combination suggested by the Examiner was obvious to one of ordinary skill in the art at the time of the invention, the suggested combination does not show or suggest all of the elements of applicant's claims. For example, as explained above and in applicant's specification at page 13, line 22 through page 15, line 23, once a request for a particular negotiable instrument has been approved, dispensing information for

that negotiable instrument is then transmitted by the authorizing computer to the user's hand-held dispenser to enable printing of the negotiable instrument. After this dispensing information has been received by the hand-held dispenser, the user may then print out the negotiable instrument. This feature of receiving dispensing information that is specific to a particular negotiable instrument, as required by claims 27 and 56, is not shown or suggested by Foudos or Gutman, either alone or in combination.

Rather than showing or suggesting receiving dispensing information that is specific to a particular negotiable instrument prior to printing the negotiable instrument, Foudos clearly shows that "[u]ser expendable credit is entered into [its] portable unit at [a] bank or similar agency" (Foudos, column 6, lines 22-23). This credit is not specific to a particular negotiable instrument, but is for some large amount that may then be disbursed from the portable unit in the form of one or more checks which are printed upon request. This is clear from FIG. 2 and column 5, lines 57-64 of Foudos where it can be seen that \$7836.18 worth of credits are remaining in the portable unit (see balance display 52) and \$2548 has been selected to be withdrawn for the present transaction (see transaction display 54). Unlike applicant's invention, the Foudos approach is undesirable because, once loaded, the money corresponding to the user expendable credit then becomes tied up in the portable device, and is therefore not available to collect interest or to be used by another person with access to the account from which the user expendable credit was drawn. Also unlike applicant's invention, the Foudos approach is undesirable because once loaded, Foudos' portable unit cannot dispense checks greater than the amount of credits loaded, even though sufficient money may be available in the user's account.

Similarly, Gutman also fails to show or suggest receiving dispensing information that is specific to a

particular negotiable instrument prior to printing that negotiable instrument. Rather, Gutman only discloses an electronic wallet that enables a user to print a check to initiate a financial transaction and that then confirms the financial transaction with a financial institution. (Gutman, column 4, lines 27-30 and column 13, lines 24-28). As disclosed in Gutman, this check is printed without first getting authorization to print the check from the financial institution. This point is evident from the fact that Gutman discloses printing of the check to initiate the transaction rather than as a step subsequent to (1) transmitting a request to print the check and (2) receiving authorization to print and dispense the check.

In Gutman, a confirmation message from the financial institution is then used to update a balance in the memories of one or more electronic wallets associated with the corresponding checking account. (Gutman, column 17, lines 35-36). As illustrated, this mechanism may be useful when two or more people have electronic wallets that are tied to a joint checking account. (Gutman, column 3, lines 59-68). In such an arrangement, when one of the people issues a check, the other people are notified that there is less money available in the account by a corresponding decrease in the balances indicated in their electronic wallets.

This joint-account arrangement further illustrates the differences in the data flow between applicant's invention and Gutman. For example, in applicant's invention, when each of two dispensers tied to the same account are simultaneously used to dispense a negotiable instrument for a full amount of money available in the account, only one of the dispensers will actually dispense an instrument because the balance in the account will be verified by a bank computer prior to transmitting the dispensing information used to print the negotiable instruments. During the verification, only the first of the requests to dispense negotiable instruments will be

authorized because the subsequent request will not be authorized due to lack of funds in the account. In a similar use of the electronic wallets of Gutman, however, two checks would be simultaneously dispensed for the full amount of the account, even though one of the checks would clearly bounce, because the checks would be printed without any prior transmission of dispensing information or authorization from the financial institution. Such an occurrence would clearly not be tolerable in a device intended to dispense negotiable instruments such as bank checks, money orders, and traveler's checks like the dispenser of applicant's invention.

To highlight these differences between the claimed invention and Foudos and Gutman, applicant has amended claims 27 and 56 to require "receiving a wireless transmission of dispensing information for a particular negotiable instrument," "generating printing information based upon said dispensing information," and "printing said particular negotiable instrument using said printing information." (Applicant's claim 56, lines 4-16, emphasis added; see similar requirement in claim 27, lines 5-19). For at least the reasons that under claims 27 and 56, and claims 28, 29, 57, and 58 which depend therefrom, the dispensing information must be for a particular negotiable instrument and must be received prior to printing the negotiable instrument, applicant submits that these claims are not shown or suggested by Foudos and Gutman, either alone or in combination. Accordingly, applicant respectfully submits that claims 27-29 and 56-58 are in condition for allowance.

Claims 28 and 57

Claims 28 and 57 are more particularly directed to an aspect of applicant's invention in which the hand-held dispenser also can be used as a telephone to place a voice telephone call.

Neither Foudos or Gutman shows or suggests any mechanism for placing a voice telephone call using the

apparatuses disclosed.

To further clarify this distinction between applicant's invention and Foudos and Gutman, applicant has amended claims 28 and 57 to require "operating said portable, hand-held dispenser as a telephone for placing a voice telephone call upon a telephone mode command being received from the user" (applicant's claim 57, lines 2-6, emphasis added; see similar provision in claim 28, lines 7-10). For at least the reason that this element of claims 28 and 57 is not shown or suggested by Foudos and Gutman, either alone or in combination, applicant respectfully submits that claims 28 and 57 are in condition for allowance.

Accordingly, for at least the reasons set forth above that claims 27-29 and 56-58 are in condition for allowance, applicant respectfully requests that the rejections of claims 27-29 and 56-58 be withdrawn.

New Claims 59-62

Applicant has added new claims 59-62 to more particularly define the invention. These claims are fully supported by the specification and add no new matter. Each of these new claims is readable on the species elected in the Response to Election of Species Requirement filed by applicant on April 23, 1999.

Applicant respectfully submits that new claims 59-62 are allowable over the references of record. More particularly, claims 59 and 61 are allowable for at least the reason that they require "[transmitting], to an authorizing computer, a request for data used to dispense [a] negotiable instrument" (claim 61, lines 4-6; see similar limitation in claim 59, lines 4-7). Neither of Foudos and Gutman, either alone or in combination show or suggest this feature of applicant's claimed invention.

Turning to FIG. 2 of Foudos, it is clear that no request for data is ever sent from the "electronic control unit 74" of the portable unit of Foudos to the "terminal

device at the bank, or fixed unit 78" from the fact that the interfaces between these units are one-way from the fixed unit to the electronic control unit. If a request for data were intended to be sent from the electronic control unit to the fixed unit, the connecting interfaces would certainly have been illustrated as being bidirectional rather than one-way, as shown. Moreover, as the user of the portable unit of Foudos is required to bring the unit to the bank to have user-expendable credits transferred to the unit, a request for data would not be required as it could be inferred from the connection of the portable unit to the bank's fixed unit.

Turning to Gutman, it is clear, as explained above, that this reference fails to show or suggest "[transmitting], to an authorizing computer, a request for data used to dispense [a] negotiable instrument" as Gutman discloses initiating a financial transaction by printing the check first rather than getting authorization to do so from the financial institution.

Accordingly, for at least the reason that "[transmitting], to an authorizing computer, a request for data used to dispense [a] negotiable instrument" is not shown or suggested by the references of record, applicant submits that claims 59 and 61 are in condition for allowance.

Claims 60 and 62 are allowable over the references of record for at least the reason that these claims include the requirement that "[the] portable, hand-held dispenser . . . operate as a telephone and enable[] the user to place a voice telephone call" (claim 62, lines 14-16; see similar requirement in claim 60, lines 11-13). As explained above in connection with applicant's remarks to the rejections of claims 28 and 57, neither of Foudos and Gutman, either alone or in combination, show or suggest this element of claims 60 and 62.

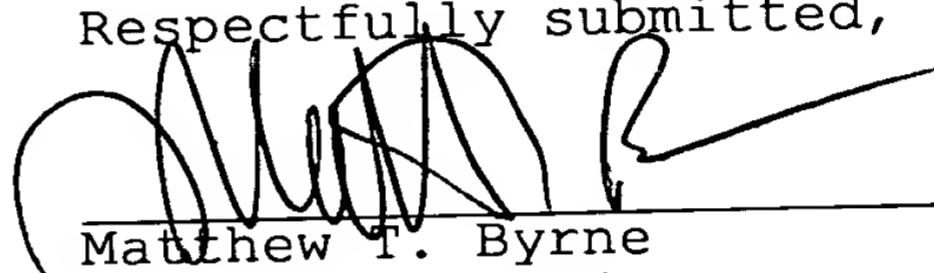
Accordingly, for at least the reason that this element of claims 60 and 62 is not shown or suggested by the

references of record, applicant submits that these claims are in condition for allowance.

Conclusion

For at least the reasons set forth above, applicant respectfully submits that this application, as amended, is in condition for allowance. Accordingly, reconsideration and prompt allowance of this application are respectfully requested.

Respectfully submitted,



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